

# Attachment A

## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the City of Maple Grove, hereinafter called the "Owner," and Egan Company hereinafter called the "Contractor."

The Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

- A. The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications for the Maple Grove Transit Drain System Improvement project document dated February 27, 2023 as prepared by the Owner, and indicated below, and to do everything required by this agreement and the contract documents.
- B. The Contractor agrees that the work contemplated by this contract shall be fully and satisfactorily completed on or before August 22, 2023.
- C. The Owner agrees to pay and the Contractor agrees to receive and accept payment in the amount of \$167,291.30 in accordance with Contractor's quote response dated March 24, 2023 as set forth in the Proposal Form hereto attached and on file in the Office of the City Clerk, City of Maple Grove.
- D. Monthly and final payment shall be made as provided in the City's Standard Specifications for Utility and Street Construction referred to herein.
- E. The contract documents shall consist of the following component parts:
  - 1. Plans and specifications project document dated February 27, 2023 for the Maple Grove Transit Drain System Improvement
  - 2. Contractor's Submitted Proposal Form dated March 24, 2023
  - 3. City of Maple Grove council action form dated April 3, 2023 titled Agreement with Egan Company for Transit Station drain pipe replacement
  - 4. This Agreement
- F. Each and all of the aforementioned contract documents are hereby incorporated into this agreement by specific reference and the terms and provisions thereof are and constitute a part of this Agreement as though attached hereto or fully set forth herein.
- G. Owner and Contractor agree that this Agreement is governed by Minnesota law and any disputes under it or the contract documents identified herein will be resolved in a court of competent jurisdiction in Hennepin County, Minnesota.

- H. Contractor may have access to data collected or maintained by the Owner to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Owner in the same manner as the Owner is required to maintain such data under the Minnesota Government Data Practices Act, Minnesota Statutes Chap. 13 ("MGDPA"). Contractor will not release or disclose the contents of data classified by the MGDPA as not public to any person except at the written direction of the Owner. Contractor agrees to defend and indemnify the Owner from any claim, liability, damage, or loss asserted against the Owner as a result of Contractor's failure to comply with the requirements of MGDPA. Upon termination of this contract, Contractor agrees to return all such data upon request by the Owner.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands as of the day and year first above written.

**CITY OF MAPLE GROVE**

By \_\_\_\_\_  
Mayor  
Dated \_\_\_\_\_

By \_\_\_\_\_  
Acting City Administrator  
Dated \_\_\_\_\_

**EGAN COMPANY, INC**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Dated \_\_\_\_\_